



Washington State Ferries

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3 **Seattle Multimodal Terminal**
4 **at Colman Dock**
5 **Project**
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7 **REQUEST FOR FINAL PROPOSALS**
8 **for**
9 **GENERAL CONTRACTOR/**
10 **CONSTRUCTION MANAGER SERVICES**
11

12 **Division 00 21 16**

13 **Instructions to Proposers**
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15 **DATE ISSUED: Industry DRAFT February 23, 2015**
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17 **PROPOSALS DUE: April 20, 2015**
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ATTACHMENTS

- Attachment A - Summary of Key Personnel
- Attachment B - DOT Form 271-001 Proposal Bond
- Attachment C - Preconstruction Work Plan

1. General

The following is provided as a supplement to the original Request for Proposals (RFP) to assist Proposers on the Short List in submitting their Final Proposal.

2. Summary of Work and Conditions Affecting the Work

2.1 The scope of work is described in the Request for Proposals.

2.2 In submitting its Final Proposal, Proposer acknowledges that it will provide, for the duration of the project, the full complement of staff designated in its written response to the Request for Proposals.

2.3 Proposer acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself to the general and local conditions which can affect the Work or its cost.

2.4 Proposer acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner.

2.5 Proposer acknowledges that drawings previously made available as part of this selection process are for information only, and shall not be used for construction.

2.6 Proposer acknowledges that the facility will be conducting normal operations during the work, supporting multiple modes of traffic, vessel (car and passenger-only ferries), general and commercial purpose traffic, high occupancy vehicles, bicyclists, and pedestrians. Proposer should anticipate the need to coordinate construction activities with ongoing operations and other major construction projects in the area. Barging activities will need to be coordinated with Tribes having treaty-protected fishing rights in compliance with signed tribal agreements.

2.7 Proposer acknowledges that its Final Proposal is based upon a schedule and assumptions which incorporate the conditions set forth above, and in the Contract Documents as defined in the Agreement for General Contractor/Construction Manager Services in Division 00 52 33. All components of the Contract Documents, including the Request for Proposals and responses, whether attached hereto or referenced only, are incorporated by reference and hereby made a part of this RFP.

2.8 Owner assumes no responsibility for any conclusions or interpretations made by Proposer based on the information made available by Owner. Should a Proposer find discrepancies or omissions in the documents or information provided by the Owner, or should Proposer be in doubt as to their meaning, Proposer shall at once notify the Owner. If appropriate,

Owner will send written instructions to all short-listed Proposers by addenda. Questions received less than fourteen calendar days before the time for submission of Final Proposals and bids may not be answered. All addenda issued shall be incorporated into these Contract Documents.

2.9 Proposer acknowledges that the project will be subject to local, state and federal statutes including the responsibility to pay prevailing wages.

3. Preparation of Proposals

3.1 Each Proposer is required to submit three proposal amounts on the Final Proposal Form included in this Request for Final Proposals. The first amount shall be for the “Percent Fee”, the second shall be for the “Percent Fee on the Negotiated Self-Perform Work”, and the third shall be the amount for “Specified General Conditions (SGC) Work.” The terms “Percent Fee”, “Percent Fee on the Negotiated Self-Perform Work” and “Specified General Conditions” are defined in Division 00 72 00 General Requirements and listed in the Summary Matrix of Cost Allocation, Division 00 43 73.

3.2 Proposer shall comply with the following instructions in preparing its Final Proposal.

3.2.1 Enter the amount proposed for “Percent Fee”. Multiply it by the estimate of the Maximum Allowable Construction Cost (MACC) stated on the Final Proposal Form to determine a single dollar amount for the GC/CM Fee.

3.2.2 Enter the amount proposed for “Percent Fee on Negotiated Self-Perform Work”. Multiply it by the estimate for Negotiated Self-Perform Work on the Final Proposal Form to determine a single amount for Fee on Negotiated Self-Perform Work.

3.2.3 Enter the amount proposed for a “Monthly Rate” for the Summary Key Personnel listed in the **Attachment A-Summary of Key Personnel** to this RFFP. Multiply it by the number of estimated months to determine a fixed SGC Amount. Enter a lump sum amount for “supplemental staff and all other Specified General Conditions Work.” Add the dollar amounts for “Fixed SGC Costs for Key Personnel” and “Supplemental Staff and all other Specified General Conditions Work” to determine the “Total for Specified General Conditions Work.”

3.2.4 The dollar amounts for the GC/CM Fee and Fee on Negotiated Self-Perform Work will be added to the dollar amount for the Specified General Conditions Work to determine a single amount, which shall be the Proposer’s Total Proposal used as the basis for evaluation.

3.2.5 In completing the Final Proposal Form, the Proposer must enter percentages for the Percent Fee and a dollar amount for GC/CM Fee, the Percent Fee on Negotiated Self-Perform Work and a dollar amount for GC/CM Fee on Negotiated Self-Perform Work, the monthly rate and dollar amount for the Key Personnel listed in the Attachment, and a

lump sum amount for Supplemental Staff and all other Specified General Conditions Work. Calculate the Total for Specified General Conditions and enter the amount in the space provided in Item 5 on the Final Proposal Form. Calculate the Total Proposal as directed on the Final Proposal Form and enter it in the space provided in Item 6. No other entries, modifications, or qualifications shall be made to the proposal. Failure to comply in full with these requirements shall be grounds for a Final Proposal being declared nonresponsive. The Owner reserves the right to reject any or all Final Proposals and to waive as an informality any non-material irregularities in the Final Proposals Forms received.

3.2.6 The Proposer's business name, address, other contact information, Contractor's Registration Number, UBI Number, and Employment Security Department number of the Proposer shall be typed or printed on the Attachment Final Proposal Form in the space provided.

3.2.7 Final Proposals must be (1) submitted on the Final Proposal Form in Division 00 42 23 and (2) manually signed in ink by an authorized representative of the Proposer.

3.2.8 Proposers shall submit proposals in the format provided on the Final Proposal Form. Only the amounts and information required on the Final Proposal Form will be considered as the Final Proposal. All blank spaces must be filled in.

3.2.9 Receipt of all addenda must be acknowledged by identifying the addendum number in the space provided in the Final Proposal Form.

3.2.10 Proposers shall provide a Request for Proposal Bond in the amount of five (05) percent of the Total Proposal on the Form of **Attachment B- DOT Form 271-001 Proposal Bond** with its proposal.

4. Taxes

4.1 The proposal shall include all taxes imposed by law except Washington State Sales Tax. Sales tax shall not be included in the Total Proposal.

5. Submission and Withdrawal of Bids

5.1 Final Proposals and proposal modifications shall be submitted in sealed envelopes on Monday, April 20, 2015, in person in the Bid Room 2D20, located on the second floor of the Department of Transportation, 310 Maple Park Avenue SE, Olympia, Washington, 98501 until 11:00:59 AM Pacific Time, or by mail at P.O. Box 47360, Olympia, Washington 98504-7360, until 11:00:59 AM Pacific Time or electronically via BidX.com until 11:00:59 AM Pacific Time.

5.2 Receipt of Final Proposals by facsimile, e-mail, telephone, or orally will not be considered.

5.3 A Proposer may withdraw its Final Proposal by submitting a written request to the address noted in paragraph 5.1 above before the proposal submittal deadline. Owner will return the Final Proposal unopened after a Contractor has been selected for MACC negotiations by the Owner.

6. Late Submissions

6.1 Any Final Proposal, proposal modification, or request to withdraw a Final Proposal that is received after the deadline set forth herein may not be considered.

6.2 The only acceptable evidence to establish the time of receipt at the office designated in this RFFP is the time/date stamped or printed by Owner on the bid envelope or package or other documentary evidence of receipt maintained by Owner.

7. Apprenticeship Utilization Requirements

Mandatory apprentice utilization requirements are stated in Division 1 – General Requirements Section 1-07.28.

8. Final selection

Final selection of a Contractor for MACC negotiations will be made consistent with the requirements set forth in the Request for Proposals.

9. Preconstruction Services – Work Plan and Agreement

On or before [REDACTED], the Contractor with the highest scoring proposal is required to submit a Preconstruction Work Plan for Work During Preconstruction (Work Plan) prepared in the format of **Attachment C-Preconstruction Work Plan** to this RFFP.

The Owner has established a maximum of \$ [REDACTED] for this Preconstruction Work, excluding Washington State Sales Tax. Physical labor and subcontracted testing for investigative construction and testing would be in addition, however the management efforts would be part of this amount.

The Work Plan shall include a schedule of the activities included in the scope of work for Preconstruction Services, the anticipated number of hours needed to complete each activity, and the name(s) of the individuals that will be used to complete each task and an hourly rate for each individual the Contractor intends to use to accomplish the tasks assigned. The hourly rates multiplied by the number of hours needed to complete all tasks plus expenses and subcontracted work shall, unless adjusted pursuant to mutual agreement of the Owner and Contractor, constitute the total compensation for Preconstruction Services.

If the Work Plan is not satisfactory the Owner will advise the Contractor of the shortcomings in the Work Plan. The Contractor will not be entitled to any compensation under this paragraph

until a Work Plan, satisfactory to the Owner, is provided and the **Agreement For Preconstruction Services** is executed. If an agreement is not reached within 15 days following submission of the preconstruction services work plan, that is acceptable to and approved by the Owner, it may result in the Owner canceling the Contractor's selection. The Owner may, at its discretion, extend the period of discussions or begin discussions with the next highest rank Proposer.

Subject to approval of the Work Plan by the Owner, the Contractor shall immediately execute the Agreement for Preconstruction Services, Division 00 52 55.

10. MACC Negotiations and Agreement for General Contractor/Construction Manager Services

At the time a MACC is successfully negotiated and a Total Contract Cost is agreed, the parties will execute the **Agreement for General Contractor/Construction Manager Services, Division 00 52 33**.

Should the Contractor and Owner not agree on a MACC or some component of the Contractor's Construction Management and Contracting Plan or Outreach Plan, the Owner may cancel the negotiations and begin negotiations with the next highest ranked Proposer or choose to advertise the project as a design-bid-build project. Should the Owner choose to cancel the negotiations upon failure to agree upon a MACC or some element of the construction management or outreach plan, such cancellation will be effective upon receipt of written notification by the Contractor. Contractor shall not be reimbursed for the MACC negotiations; however, the Contractor will be paid in accordance with the Agreement for Preconstruction Services, for any preconstruction work performed prior to the date the MACC negotiations are cancelled. Contractor shall not be entitled to any other compensation, damages, loss of profits, or payment of any kind.

11. Proposal Amounts

11.1 After Proposals have been opened and the proposal amounts read, the calculation of the each proposal amount and extension will be checked for correctness. A discrepancy between the unit prices or rates and the proposed totals shall be resolved by accepting the unit prices or rates as correct and making any necessary adjustment in the GC/CM Fee, Fee on Negotiated Self Perform Work or Specified General Conditions amounts. The Owner shall mathematically correct, where necessary, the summation of the Total Proposal amount.

11.2 The Proposer's Total Proposal amount as included on the Final Proposal Form shall be valid until execution of the Agreement for General Contractor/Construction Manager Services between the Owner and the selected contractor, and the bid for "Percent Fee", "Percent Fee on Negotiated Self-Perform Work" and Specified General Conditions shall be included as part of the Total Contract Cost.

